



Adult and Community Services Older Peoples Residential Care Home Contract

This document forms the contract between Dorset County Council and
(Service User's name) (The Resident) in respect of the Resident's placement at
(Name of Establishment)

In the event that the Resident is unable to sign this document the contract will be signed by the Resident's next of kin/representative

(Name and address and contact number of next of kin/representative)

1. Introduction

This document sets out the terms and conditions of the placement of the Resident and should be read in conjunction with the Statement of Purpose which sets out the aims and objectives of the home and the range of facilities it offers. The leaflet Residential and Nursing Home Costs should also be read in conjunction with this contract.

In return for your fees we will provide:

Room number for your own personal use. You have been provided with a key to your room/you have declined to hold a key to your room (delete as applicable). We will not change your room throughout the duration of your stay unless you have agreed to a room change. Should you request a change of room we will try to accommodate your request although this cannot be guaranteed. Your room will be cleaned on a regular basis by home staff.

Free access to and shared use of the lounge/the dining areas/other communal rooms (dependent on the home).

Bathroom facilities, which will be shared/en suite (delete as applicable). A choice of meals plus snacks and drinks. We offer a choice of nutritious food at each mealtime and can cater for special dietary needs or requirements. Three meals a day will be offered at flexible times to meet your needs. Homes have kitchen facilities for residents to make drinks and snacks for themselves and their visitors whenever they want to.
(dependent on facilities in individual homes)

Personal care, help and support to meet your assessed needs. All staff are trained and experienced in looking after people who need care and you will have a specially dedicated member of staff who will provide you with help and advice. Your specially dedicated member of staff will be
(Name of keyworker)

A personal laundry service (this will not include dry cleaning).

Social and recreational activities will be tailored as far as possible to meet your particular interests.

Contact with relevant Health Professionals. This will include services from dentists, opticians, audiologists and chiropodist although there may be a charge associated with these services. This will be explained to you before the service is provided.

Use of a telephone for incoming and outgoing calls. You may be able to have a telephone installed in your room. There are charges for this facility.

2. Duration of the contract

The contract will commence from _____ which is the date of placement of the Resident and terminates when the placement ends in accordance with the termination details given in condition _____

The placement has been agreed as a respite/permanent (*delete as applicable*) placement and will end on _____ (*Date if respite*)/and will continue indefinitely subject to all parties being satisfied or notice being served in accordance with condition _____.

All placements will be subject to a trial period which will last six weeks at the end of which the placement will be reviewed by your Care Manager to ensure it is satisfactory. The review process will provide you with the opportunity to feedback on your experience of living in the home and whether you feel that the care needs you have are being met. The home's manager and staff involved with your care at the home will also be involved with this process although you will have the opportunity to meet with your Care Manager in private if you should wish to do so.

3. Fees

There is a standard fee for the accommodation which is calculated annually by the council based on the running costs of the home. The manager of the home will be able to inform you of the current standard fee.

Your contribution towards this fee will be assessed in accordance with the Charging Regulations Guide laid down by the Department of Health and you will normally be notified in writing of the amount you have to pay and how your contribution has been calculated before you move into the care home. If you would like to understand how fees are calculated there is a separate leaflet called 'Residential and Nursing Home Costs' or you can speak to a Financial Assessment Officer by telephoning 01305 224894/224945.

You can apply for a review of your assessed charge at any time, otherwise it will be reviewed annually in line with increases in state benefits.

If your stay is permanent you can choose whether you pay your assessed contribution weekly at the home or we can arrange for an account to be sent to you or a person nominated by you, every four weeks. For respite stays the fee should be paid weekly at the home.

You are expected to pay for any costs for services over and above those included in the fee. Such costs could include those associated with other health professionals you may require such as dentist or chiropodist, hairdressing services and food provided in accordance with personal preferences, special excursions or activities and personal requirements such as clothing, toiletries, cosmetics or newspapers. Please also note that it is your responsibility to insure your personal belongings.

You will be provided with any equipment which you may need to meet your assessed need and which has been identified as being required by an Occupational Therapist. Should at any stage your care needs change so that you are required to make permanent use of a wheelchair the home will not meet the costs of this although practical support will be provided to assist you in purchasing the wheelchair.

If you are a resident on a respite visit you will be required to bring with you any equipment that has been issued to you by your Occupational Therapist to aid your daily living such as a commode, slings if you are hoisted, bed lever or mattress elevator. If this will present you with difficulties you should discuss the situation with the home manager. You will also be required to bring with you for your respite stay any continence aids you have been provided with as these are not usually provided by the home.

4. Information

To ensure that the home has accurate records which enable us to meet your care needs we will be required to keep personal information about you. This information will be securely stored and, with the exception of officers from the Care Quality Commission, will not be accessed by anyone not

involved in providing your care without your consent. This information will be kept for three years after you have left the home. This information will include:

- a. Your care assessment
- b. Your service user's plan – with details how your health and welfare needs are to be met.
- c. Your photograph
- d. Your name, date of birth, previous (or usual) address and marital status.
- e. The name and address and telephone number of your next of kin or person(s) authorised to act on your behalf and in what capacity (Power of Attorney, Enduring Power of Attorney, Appointee or Solicitor
- f. The name, address and telephone number of your general practitioner and your social worker
- g. The date on which you entered and left (if applicable) the home
- h. The date on which you left the care home to go to hospital, another care home or return to your home and the place to which you moved (if applicable)
- i. The name of your preferred funeral director and if applicable the date of your death
- j. The details of the organisation or persons who arranged your placement in the home.
- k. Records of all medication you take and details of when they were administered
- l. A record of any accident you may have whilst in the care of the home including falls and full details of the accident
- m. Records of any special communication needs you may have
- n. Records of any methods used to care for you which could be regarded as physical restraint, for example bed rails
- o. Records of any limitations agreed with you in respect of your freedom of choice, liberty of movement or power to make decisions and a copy of the risk assessment which details why this is necessary
- p. A record of all charges made for services you receive
- q. A record of any valuables held on your behalf
- r. A record of any furniture you bring with you
- s. A record of any complaints or concerns raised by you or on your behalf
- t. A record of any nursing provided for you by NHS nursing staff. These records will remain the property of the NHS
- u. Your religion and ethnicity

In signing this contract you are agreeing to the above detailed records being kept.

5. Making you feelings known

We welcome your comments whether positive or negative on the services you receive from the home.

Any concerns you have about the home should be raised with the home manager. Copies of Dorset County Council's Complaint Procedure will be made available to you and you are encouraged to use this procedure if you feel a concern has not been resolved.

Alternatively you can write directly to the Complaints manager, Adult & Community Services Directorate, Dorset County Council, DT1 1XJ or telephone (01305) 224322.

You may if you wish complain to the Care Quality Commission which is responsible for the Registration and Inspection of the home at: CQC South West, Citygate, Gallowgate, Newcastle-upon-Tyne, NE1 4PA

Or telephone 03000 616161

6. Your rights and obligations

When you enter residential care you retain all your rights as a citizen and the protection of those rights as enshrined in the law. You are entitled to be treated with dignity, for your privacy and independence to be respected, to be allowed choices about all areas of your life and for your experience of residential care to be a fulfilling one. If you feel at any stage that your rights have been in any way restricted or compromised your concerns will be thoroughly investigated and remedial action will be agreed.

Personal Possessions

You are welcome to bring some of your own possessions with you for your room. However we need to ensure that any furniture complies with current fire regulations. Your personal possessions will not be covered by the home's insurance and you are advised to provide your own personal cover.

The home may be able to accommodate small pets such as fish or bird. Unfortunately we are not able to accommodate larger pets. Before you enter the home you will be asked to discuss and agree arrangements with the home manager for the care of your pet including arrangements in the event of your absence from the home, becoming unable to care for your pet or in the event of your death.

When you enter residential care you will also be asked to agree your obligations as a resident of the home.

We have a duty to ensure that these obligations are not restrictive unless it is proven through a documented risk assessment that it is necessary to do so. Any such risk assessment will be discussed with you and/or your next of kin.

For your own safety and the safety of others smoking is not permitted in your individual room. Where possible a designated smoking room will be made available.

You will be required to behave in a manner which respects the rights of other residents and staff in the home as your rights are respected.

7. Temporary absence from the home

If you should require to go to hospital your room will be kept available for you for an initial period of six weeks after which the situation will be reviewed on a week by week basis. Where it is determined that your continued care needs cannot be met by the home arrangements will be made to end the placement and find an alternative suitable placement. You will be expected to continue to contribute to your fees during the period of your absence e.g. hospital admission.

You can of course take holidays away from the home at any time. You will however have to continue to contribute toward your fees while you are away if your holidays total fourteen days or less in any one year and are taken in periods of seven days or more.

8. Termination of contract

This contract will continue throughout your placement at the home. The placement will end resulting in the termination of the contract as a result of one of the following:

- a. Your request to move from the home as a result of personal choice in which instance we require two weeks notice
- b. Your request to move because you feel that the home is not able to meet your care needs and continuation of the placement would put you at risk. Any such concerns would be thoroughly investigated and alternative accommodation would be found for you as a matter of urgency.
- c. Your death. In such circumstances fees will be payable for one additional day to allow your room to be cleaned.
- d. The home may ask you to leave if your care needs exceed the level of care which the home can provide. Alternative care services would be discussed with you and your next of kin and arrangements made as soon as possible.
- e. The home may ask you to leave if your care needs improve and you no longer require residential care. Your ongoing care needs would be discussed with you and your next of kin and arrangements made as soon as possible.
- f. The home may ask you to leave if you behave in an unreasonable manner and pose a threat or risk either to yourself or other residents. Alternative arrangements would be discussed with you and your next of kin and made as soon as possible.

9. Signatures

I understand and accept these terms and conditions of residency

Signed:

Name:

Date:

If signed by a representative of the service user please complete the following:

Name:

Address:

Telephone number: